PETROCHEM MATERIALS INNOVATION, LLC
PMITECHNOLOGY.COM
760-603-0961

City of Fullerton

Summary of Estimate Charges
Central Mix REAS Type II

Quote no: 26-51

Item#			QTY	U/M	Unit Price	Total
2	*Material	Type II REAS	51,075	GAL	$2.52	$128,709.00
9	*Freight	Delivery	51,075	GAL	$0.40	$20,430.00
10	Tanker Rental		18	LOAD	$300.00	$5,400.00
12	Slurry Box		3	EA	$350.00	$1,050.00
14	Applicator Trucks		48	HR	$285.00	$13,680.00
15	Service Haul Trucks		15	EA	$350.00	$5,250.00
19	Supervisor		3	DAY	$2,000.00	$6,000.00
20	Sevice Labor crew PP/PR		304	HR	$120.00	$36,480.00
23	Traffic Control		3	DAY	$2,000.00	$6,000.00
30	Door Hanger		800	EA	$0.30	$240.00
31	Slurry Pump		3	EA	$650.00	$1,950.00
	Project Bonds		1	LS	$2,420.00	$2,420.00
			Subtotal:			**$227,609.00**
	Estimate good through December 31, 2026		Sales Tax* Fullerton		7.75%	**$11,558.27**
			Total Estimated Charges (Included sales Tax)			**$239,167.27**

Prices Includes: Bonds, Type II Central Mix REAS, transportation of material, posting and notifying, traffic control per Watch Handbook, equipment and labor for application of approximately 459,663 SF. over 3 days.

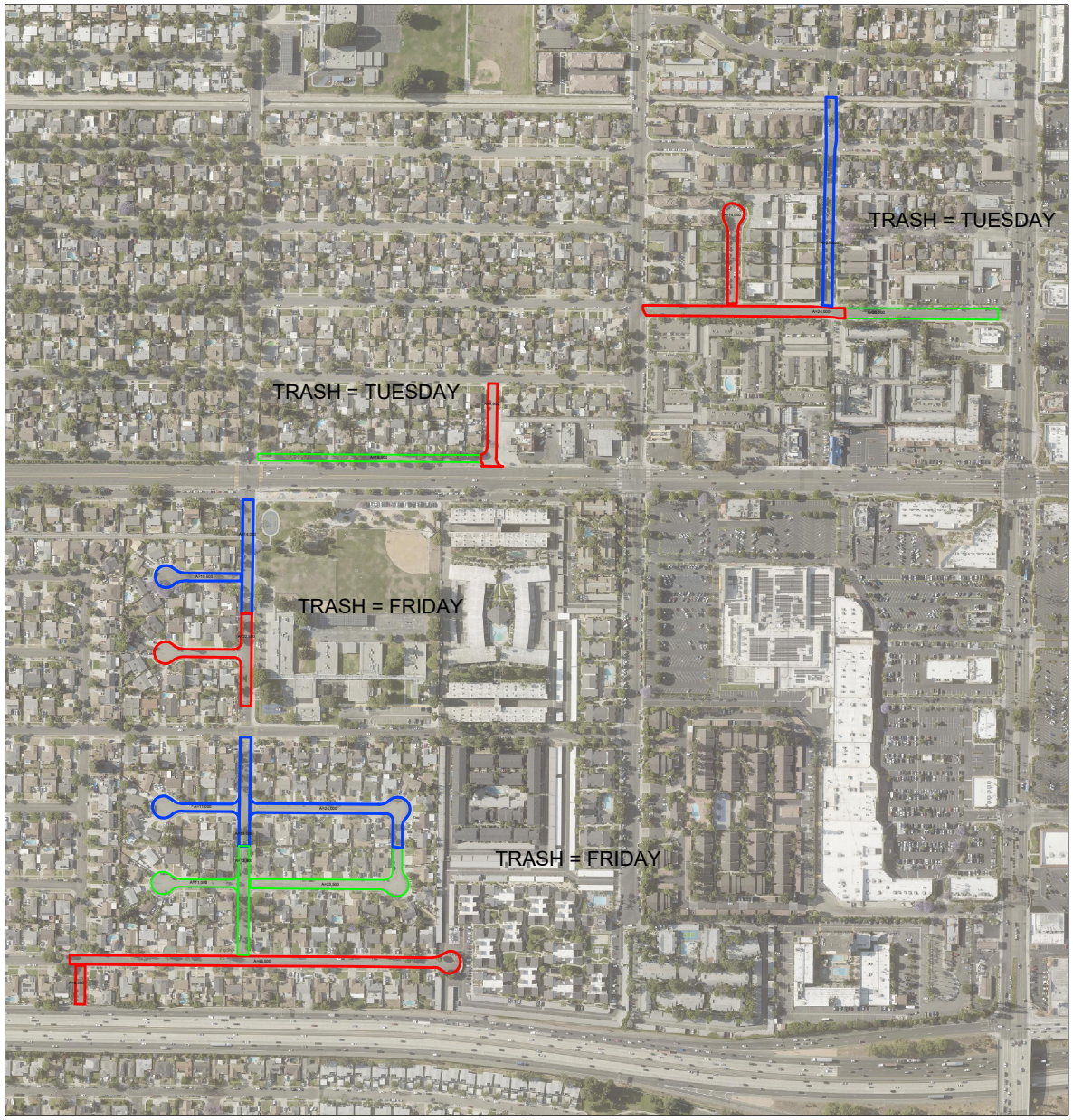
Locations: Exhibit 2B

Prices Excludes: Permits of any kind, crack-seal, asphalt repairs, striping, weed kill, sweeping, CMS boards, engineered traffic control plans/ traffic plans or permits.

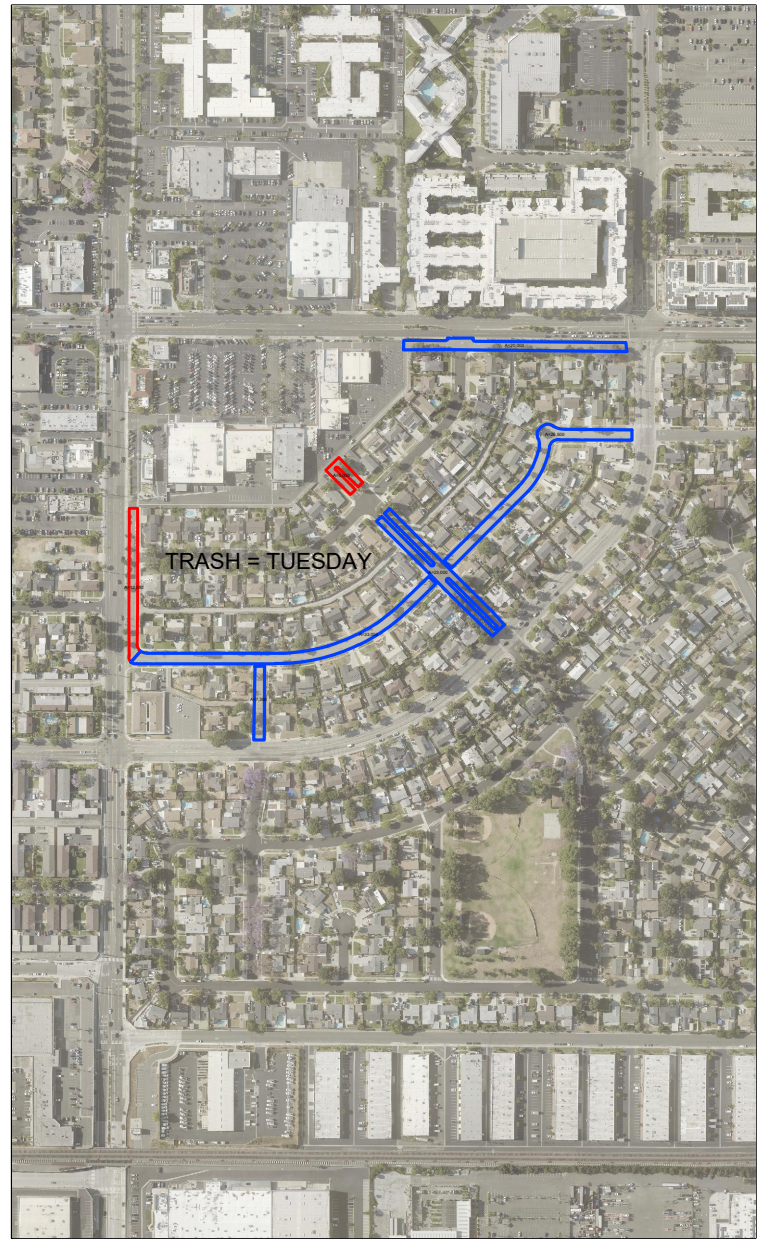
The foregoing quotation is subject to all the Terms and conditions, and pricing are in accordance with the County of Los Angeles Contract No. 244097-2 dated January 9, 2024

Name: Vicki Nguyen Signature: Date: 06/02/2026

CONTRACTOR # 991274 6168 INNOVATION WAY, CARLSBAD, CA 92009



AREA 2



AREA 1

ALL STREETS TYPE II SLURRY

LEGEND:

= POTENTIAL DAY 1 (139,000± SF)

= POTENTIAL DAY 2 (145,000± SF)

= POTENTIAL DAY 3 (146,000± SF)

CITY OF FULLERTON CALIFORNIA

EXHIBIT 2B
3 DAY PROJECT - POTENTIAL PHASING
MISCELLANEOUS SLURRY SEAL FY 25-26
JUNE 1, 2026

Master Terms and Conditions

1. Binding Agreement. The following terms and conditions constitute a binding agreement ("Agreement") effective as of July 1 , 2015 ("Effective Date") by and between Petrochem Materials Innovation, LLC, a California limited liability company ("Company") and the undersigned customer ("Customer") and govern all goods sold and all Equipment (as defined hereinafter) rented, leased or provided by Company to Customer and shall be deemed to be incorporated in all invoices, purchase orders, price quotations and shipping confirmations. Company and Customer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." For purposes of this Agreement the term "Equipment" shall mean all trucks, trailers, tractors, pumpers, tankers, tanks, mixers, vehicles and tools. Nothing contained in any purchase order, memoranda or other writing submitted by Customer to Company shall modify, amend or supersede this Agreement or any portion thereof. Customer's submission of any provisions that are inconsistent, in conflict with or create any ambiguity with this Agreement or any portion thereof are rejected. Company's failure to object to any different terms or conditions shall not constitute acceptance or approval by Company.

2. Quotations and Pricing. All price quotations provided by Company to Customer shall only be valid for the duration and project specified in the written quotation provided by Company. Company reserves the right in its sole and absolute discretion to decline to quote or sell to Customer. Company shall not be liable for any refusal to quote Customer or rejection of any offer to purchase by Customer. Any request for quotation by Customer shall constitute a representation that Customer is solvent. All requests for quotation shall specify the name and address of the project where the goods and Equipment will be used, name and address of the original contractor, name and address of the public agency and any other information reasonably requested by Company to enable Company to serve a Preliminary Notice or Stop Notice pursuant to the California Civil Code. Company's issuance of a quotation to Customer shall not obligate Company to provide any future quotations to Customer. Company reserves the right to require Customer to adhere to quality control measures imposed by Company in its sole and absolute discretion as a condition of accepting any offer to purchase by Customer and/or delivering goods and/or renting Equipment to the Customer. The parties agree that the foregoing provision is reasonable based on the need to maintain the quality of the goods, their application, the reputation of the brand and to maintain public safety. Customer shall be free to resell the goods purchased from Company at any price selected by Customer. The Equipment identified in any price quotation is subject to availability. Unless expressly provided in any price quotation, the prices in the quotation do not include an operator(s). The prices set forth in any price quotation will be charged from the time the Equipment leaves Company's facility until it is returned, without proration for partial days and without regard as to whether the Equipment is actually used unless specifically provided otherwise in the applicable price quotation.

3. Delivery and Risk of Loss.

a. If the Company delivers the goods, delivery shall take place and all risk of loss shall pass when Company delivers the goods to the project and they pass the last flange on Company's truck or trailer. If the Customer or its representative pick up the goods, delivery and all risk of loss shall pass when the goods pass the last flange on Company's piping at Company's plant. Company shall have the right to allocate goods to its customers pro rata in the event the Company experiences a shortage of goods. All claims for defective goods shall be made within ten (10) calendar days of delivery. Failure to make a claim within that time shall operate as unequivocal acceptance and waiver of all claims.

b. Delivery of the Equipment from Company to Customer shall take place when the Equipment leaves the gate at Company's South Gate or El Cajon facilities, as applicable, and shall not be deemed to be returned until the Equipment is delivered back inside of the gate at Company's South Gate or El Cajon facilities, as applicable, in the same condition as when the Equipment left, ordinary wear and tear excepted. Customer shall be responsible for all risk of loss, damages and liability from the point in time that the Equipment leased or rented by Company to Customer leaves the gate at Company's facility until it is returned back inside the gate at
Company's facility. Customer shall be solely responsible for the loss of any materials transported or mixed in the Equipment leased or rented by Company to Customer after the Equipment leaves Company's facility and before it is returned to Company's facility including, but not limited to, any loss of materials which solidify, break, or become stuck as a result of the failure of the Customer to follow the operating instructions for the Equipment. Customer shall operate the Equipment in compliance with all applicable laws, ordinances and regulations. Customer shall be solely responsible for all fines and violations arising out of or relating to the Customer's use or operation of the Equipment. Customer is only obtaining the right to use the Equipment specified in the applicable price quotation and shall obtain no ownership interest in the Equipment.

4. <u>Payment Terms.</u> Company's standard terms of sale of goods and rental of Equipment are cash on delivery unless the Company grants credit to Customer in Company's sole and absolute discretion. All goods, applicable freight and insurance charges and Equipment rental charges will be invoiced as of the date of delivery. Company reserves the right to suspend credit, change credit terms or deny credit in its sole discretion at any time with or without notice to Customer. Company reserves the right to require from Customer adequate assurances of performance before delivery of goods or rental of Equipment. Company reserves the right to suspend performance until Company receives adequate assurances satisfactory to Company. Company shall have the right to take possession of the Equipment and/or goods if Customer fails to make timely payment within forty-eight (48) hours of the time that Customer is deemed to have received written notice of failure to make payment. Payment by Customer to Company shall not be contingent upon Customer receiving payment from any third party. Customer shall pay all sales, use and excise taxes. Interest at eighteen percent (18%) per annum shall accrue on all past due payments. Customer's failure to pay invoices when due, at Company's election shall make all subsequent invoices immediately due and payable irrespective of prior negotiated terms. Company may withhold delivery or shipment of goods or rental of Equipment until Customer's account is settled in full. Customer expressly waives any liability of Company for any refusal to deliver goods or rent Equipment for accounts in arrears. Customer authorizes Company to obtain credit information on Customer on an ongoing basis and authorizes the release of all credit information on Customer to Company.

5. Equipment.

a. Company requires that each third-party user and operator of Company's Equipment be briefed on the proper use of the Equipment and acknowledge that the user understands all such requirements in writing on a form which is substantially similar to Exhibit "A" hereto. Each employee of Customer who will make use of or operate the Equipment shall sign a form that is substantially similar to Exhibit "A" hereto before Customer's employee will be permitted to make any use of or operate the Equipment.

b. The fuel level of all Equipment will be recorded when it leaves Company's facility and the Customer is responsible for returning the Equipment to Company's facility with the same amount of fuel

as when it left. If the Equipment is returned with less fuel than when the Equipment left Company's facility, the Customer will be responsible for paying the cost of the fuel to bring the fuel level back to the level when it departed Company's facility.

c. Customer shall be responsible for maintaining the Equipment inside and outside in a clean manner. Customer will be charged for the cost of cleaning the Equipment if it is not returned to Company in at least as clean a condition as when it left the Company facility. No smoking is allowed in or around any of the Equipment.

d. All material valves shall be closed when transporting all Equipment. All lids and covers shall be maintained in a closed condition on all Equipment. Customer shall check for damage to all Equipment on a regular basis no less frequently than prior to departure from Company's facility and again when the Equipment is returned to Company's facility.

e. Customer shall notify Company of any operating problems or any required repairs to the Equipment so that Company can make any required repairs. An authorized representative of the Customer will be required
to confirm in writing on a form substantially similar to Exhibit "B" that the Equipment (i) delivered at the start of the work day is in good operating condition free from any operating problems or required repairs, and (ii)

was returned in good operating condition free from any operating problems or required repairs. The Customer is responsible for promptly notifying Company in writing of any operating problems or required repairs so that any operating problems or required repairs can be promptly handled. Company shall not be responsible for any damages or delays as a result of operating problems or required repairs if the Customer does not promptly notify Company. Customer shall be responsible for all damages to the Equipment while the Equipment is in the possession, custody or control of the Customer.

6. <u>Insurance Requirements For Equipment Rental</u>.

a. Coverage. Customer shall procure and maintain at its own expense comprehensive general liability insurance of not less than One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the use or operation of the Equipment by Customer or its officers, employees, servants, volunteers, agents and independent contractors. Customer shall further procure and maintain at its own expense commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, covering the Equipment that names Company as the loss payee. Said policies of insurance shall have deductibles of One Thousand Dollars ($1,000) or less.

b. Workers Compensation Insurance. Customer shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

c. Additional Named Insured. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, Company and its officers, directors, shareholders, members, managers, employees, agents, representatives and lessors are named as an additional insured.

d. Proof of Insurance Coverage; Certificates. Customer shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the

policies of insurance required by this Agreement and furnish to Company certificates of said insurance on or before delivery or use of the Equipment by the Customer. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage unless the insurer has provided Company with thirty (30) days prior written notice of cancellation or reduction in coverage. All insurance policies required to be provided by Customer or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to Company. The insurance provisions of this Agreement shall in no way modify Customer's duty to indemnify, defend and hold Company harmless pursuant to the terms of this Agreement. Company shall have the right to terminate this Agreement immediately and take possession of the Equipment if the Customer fails at any time to provide and maintain the required insurance or certificates.

7. Trademarks and Intellectual Property. Customer shall not make any use of the Flex Seal® or other Company trademarks, service marks or symbols unless Customer has submitted such proposed use to Company and received Company's express prior written consent. Customer shall not use Company's trademarks, service marks or symbols in Customer's business name or letterhead. Company and its licensor shall be the exclusive
owner of the Flex Seal® trademarks, service marks, symbols, trade secrets, confidential information, know how, copyrights and patents together with all Improvements (as defined hereinafter) to any of the foregoing and
Customer shall not challenge such exclusive ownership or make any unauthorized use. For purposes of this Agreement, "Improvements" shall mean all inventions, modifications, revisions, alterations, enhancements, betterments, ideas and discoveries (whether or not patentable) conceived or reduced to practice (actually or constructively), either solely or jointly with others.

8. Disclaimer of Warranties. Customer shall be solely responsible for determining whether the goods and Equipment are appropriate for any project or application or whether the goods must be modified to make them suitable for any project or application. Company makes no representation or warranty that the goods or Equipment will be suitable for any particular project or application. It shall be the Customer's sole responsibility to obtain a mix design from a qualified engineer for each project or application. Company shall have no liability for any mix designs used by Customer.

COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE GOODS AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY.
COMPANY HAS NO CONTROL OVER THE MATERIAL SUPPLIERS SELECTED BY BUYER OR THE MATERIALS PURCHASED FROM THIRD PARTIES. COMPANY SHALL HAVE NO LIABILITY FOR ANY MATERIALS PURCHASED BY BUYER FROM ANY

THIRD PARTIES. BUYER SHALL BE SOLELY RESPONSIBLE FOR VERIFYING THAT ALL MATERIALS OBTAINED BY BUYER FROM THIRD PARTIES ARE COMPATIBLE WITH ANY MATERIALS PURCHASED BY BUYER FROM COMPANY. BUYER SHALL BE

SOLELY RESPONSIBLE FOR ADJUSTING AND CALIBRATING BUYER'S EQUIPMENT TO ACCOUNT FOR VARIATIONS IN THE MATERIALS PURCHASED BY BUYER FROM THIRD PARTIES. COMPANY SHALL NOT BE LIABLE FOR ANY CALIBRATION OR OTHER ASSISTANCE THAT MAY BE PROVIDED TO BUYER BY COMPANY.

9. Limitation of Liability. Company shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with this Agreement to sell goods or rent Equipment to the Customer, including damages for loss of use, lost profits, or damages paid to third parties even if Company has been advised of the possibility of such damages. Customer's exclusive remedy and Company's entire liability to Customer shall be limited to the total invoice price paid or incurred by Customer for the goods and/or Equipment that are the subject of any dispute or claim for damages. Customer shall report all alleged problems with the goods and Equipment to Company immediately. Company shall have no liability for any problems which are not reported immediately. No legal action shall be brought by Customer against the Company for any claim with respect to any goods sold or Equipment rented by Company to Customer more than one (1) year after delivery of such goods or Equipment to the Customer. It is agreed that any cause of action with respect to such goods or Equipment shall accrue as the date of delivery of such goods or Equipment.

10. Relationship of the Parties. Nothing in this Agreement shall restrict Company's right to sell the same or similar goods to third parties. The relationship of the Parties shall be that of purchaser and vendor and/or lessor and lesser, as applicable, and nothing contained in this Agreement shall be construed to create a joint venture, association, agency, partnership or franchise relationship.

11. Termination. Either Party may terminate this Agreement on thirty (30) calendar day written notice. Any such termination shall not affect any accepted orders or the duty of Customer to make payment.

12. Indemnification. Customer shall indemnify, defend, and hold harmless Company and its officers, directors, shareholders, partners, members, managers, agents, employees, attorneys, successors, and permitted assigns with respect to any and all claims, demands, liabilities, judgments, awards, liens, losses, damages, or
costs (including reasonable attorneys' fees and expenses) of any kind or nature arising from or in any manner related to (i) any use of the goods purchased or Equipment rented from Company; or (ii) the failure of Customer to observe or perform the covenants and agreements of Customer under this Agreement (hereinafter collectively "Claims") with the exception of Claims caused by the sole negligence of Company. Customer's duty to defend, indemnify and hold harmless the Company shall survive the termination of this Agreement for any reason.

13. Further Assurances. Each of the Parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with performance of its obligations hereunder to carry out the intent of the Parties hereto.

14. Entire Agreement. This Agreement and the documents expressly referenced herein, shall constitute the entire Agreement between the Parties hereto with respect to the subject matter
hereof, and shall supersede all prior and contemporaneous agreements, representations and negotiations of the Parties concerning the subject matter hereof and the terms applicable thereto.

15. Amendment. This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the Parties hereto.

16. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

17. **Successors and Assigns.** All terms and provisions contained herein shall inure to the benefit of and shall be binding on each of the Parties hereto and their respective directors, officers, shareholders, partners, members, managers, employees, agents, heirs, representatives, successors and permitted assigns and each of them.

18. **Applicable Law.** This Agreement shall be deemed to have been entered into, and shall be construed and interpreted, in accordance with the laws of the State of California without reference to California's application of principles of conflicts of law.

19. **Severability.** In the event that any provisions hereof are deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force.

20. **Form.** As used in this Agreement, the masculine, feminine and neuter gender, and singular and plural number shall be deemed to include the other and others whenever the context so indicates. All captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement.

21. **Time is of The Essence.** Time is of the essence for this Agreement and all of the terms, provisions, covenants and conditions hereof.

22. **Parties In Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

23. **Remedies.** In addition to any other available remedies, either Party, upon an appropriate showing, shall be entitled to equitable relief including, but not limited to, injunction and specific performance in the event of a
breach or threatened breach of this Agreement. No remedy conferred by any specific provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereinafter existing at law, in equity, by
statute or otherwise. The election of one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

24. **Attorneys' Fees.** The prevailing party in any arbitration or legal action arising out of this Agreement shall be entitled to an award of its attorneys' fees, expert witness fees and costs.

25. **Nonassignability.** This Agreement may not be assigned by either Party without the express written consent of each of the Parties. For purposes of this Agreement, the prohibition on assignment shall also apply to licenses, sublicenses and subcontractors.

26. **Interpretation.** This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them.

27. **Force Majeure.** Company shall not be responsible for any delays or failure to perform for any reason including, but not limited to, fire, flood, strikes, lockouts, accidents, war, terrorist acts, insurrection, Acts

of God, inclement weather, delays in transportation, Equipment failure, shortage of Equipment, governmental interference or regulation, or any other reason beyond Company's reasonable control.

28. Waiver. No waiver shall be binding, unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Captions and Headings. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

30. Notices. All notices required or permitted under this Agreement shall be in writing, shall be sent to the Party's address as set forth immediately below, shall reference this Agreement, and shall be deemed given (i) when delivered personally; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one day after deposit with a commercial overnight carrier with verification of receipt.

"Company"	Petrochem Materials Innovation, LLC 6168 Innovation Way Carlsbad, CA 92009
"Customer"	_____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of any act or omission of the Party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. A Party may change its address for purposes of receiving notices by giving notice of said change of address in the manner provided for herein.

31. Arbitration. Any and all controversies, claims and disputes arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in the County of San Diego, State of California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall be an attorney admitted to practice law in the State of California with at least fifteen (15) years of business law experience. The award rendered by the arbitrator shall be final and non-appealable and may be entered as a final judgment in any court having jurisdiction thereof. The award of the arbitrator shall be in the form of findings of fact and conclusions of law and shall set forth in detail the legal and factual basis of the decision.